

AG Contract No KR99 2784 TRN
ADOT ECS File No. JPA 99-88
Project: Traffic Signal Synchronization
Location: City Wide

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA, ARIZONA

THIS AGREEMENT is entered into 2 MAY, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 11-951 et seq and Yuma City Charter Article III, Section 13 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. The State and the City desire to jointly participate in selecting and hiring a traffic engineering consultant to develop a Yuma area traffic signal synchronization plan, at an estimated cost of \$200,000.00, hereinafter referred to as the Project. That parties hereto agree the State shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:
=====

NO 23960
Filed with the Secretary of State
Date Filed: 05/02/00
Petrey Bayless
Secretary of State
By Dick D. Sharnwood

II. SCOPE

1. The City:

a. Participate with the State in the selection of a professional traffic engineering consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the State or the consultant as appropriate. Review and approve the final report prior to the State's final payment to the consultant.

c. Contribute fifty percent of the cost of the Project, in an amount currently estimated at \$100,000.00 to the Project. Be responsible for any consultant claims for extra compensation attributable to the City.

d. No more often than monthly, reimburse the State on an actual cost basis, in an amount currently estimated at \$100,000.00, within 30 days after receipt and approval of invoices.

2. The State will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the City, select and hire a professional traffic engineering consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures.

b. Provide the City timely copies of Project progress reports and submittals, and insure the incorporation of City review comments. Provide the City a copy of the final report, and obtain the City's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for fifty percent of the cost of the Project, in an amount currently estimated at \$100,000.00, and for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, invoice the City, on an actual cost basis, with no profit or fee, in an amount currently estimated at \$100,000.00, for the City's share of the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in full force and effect until completion of the Project and reimbursements, however, either party may terminate this agreement at anytime by giving thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Services Administrator
2225 South 22nd Avenue
Phoenix, AZ 85009

City of Yuma
City Administrator
180 West First Street
Yuma, AZ 85364

7. Attached hereto and made a part hereof is the written determination of each parties legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA
Department of Transportation

By 
JOYCE A. WILSON
City Administrator

By 
MICHAEL P. MANTHEY
State Traffic Engineer

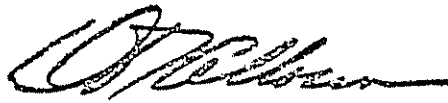
ATTEST

By 
BRIGITTA STANZ
City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of December 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design, construction and maintenance of traffic signal synchornization equipment on State routes in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. R2000-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUMA, ARIZONA AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY AND THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE DEVELOPMENT OF A
YUMA AREA TRAFFIC SIGNAL SYNCHRONIZATION
PLAN.

WHEREAS, the City and the Arizona Department of Transportation maintain traffic signals in and around the Yuma area; and,

WHEREAS, the creation of a traffic signal synchronization plan would allow traffic to flow more safely and smoothly; and,

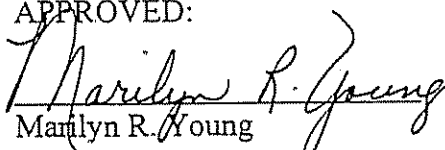
WHEREAS, the Arizona Department of Transportation desires to enter into an agreement for the design of a traffic signal synchronization plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, as follows:

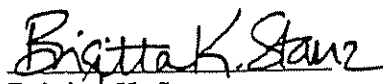
SECTION 1: That the City Administrator be authorized to execute an intergovernmental agreement with the Arizona Department of Transportation for the design of a traffic signal synchronization plan.

Passed & adopted this 5th day of April 2000.

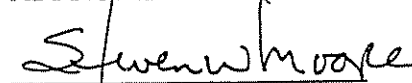
APPROVED:


Marilyn R. Young
Mayor

ATTEST:


Brigitta K. Stanz
City Clerk

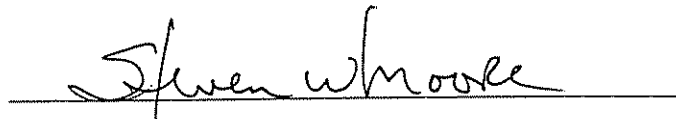
APPROVED AS TO FORM:


Steven W. Moore
City Attorney

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 7th day of April, 2000.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-2784TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 21, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/622903

Enc.